

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Stephen Goorvitch

1 F. EDIE MERMELSTEIN, (SBN: 248941)

2 **FEM LAW GROUP**

2 18811 Huntington Street, Suite 240
Huntington Beach, California 92648

3 Telephone: (714) 596-0137

4 Facsimile: (714) 841-8810

4 DARREN PIROZZI (SBN:156890)

5 GREG RIZIO (SBN:157008)

5 **RIZIO LAW FIRM**

6 2677 N Main St., Suite 225
Santa Ana, CA92705-6695

7 Telephone: (714) 547-1234

8 Facsimile: (714) 547-1245

8 Attorneys for Plaintiffs JANE DOE No. 1, an
9 individual; JANE DOE No. 2, an individual;
and JANE DOE No. 3, an individual

14 JANE DOE NO. 1, an individual;
15 JANE DOE NO. 2, an individual; and JANE
16 DOE NO. 3, an individual,
Plaintiffs,

17 v.

18 UBER TECHNOLOGIES, INC.; RASIER,
19 LLC; RASIER-CA, LLC; and DOES 1-50,

20 Defendants.

CASE NO.

54 **COMPLAINT**

(1) NEGLIGENCE

Common Carrier Negligence;
Negligent Failure to Warn;
Negligent Infliction of Emotional

Distress; and

(2) UNFAIR COMPETITION

Violation of Business and Professions
Code §17200

22 **DEMAND FOR JURY TRIAL**

24 **COMPLAINT**

25 Plaintiffs, JANE DOE No. 1, JANE DOE No. 2, and JANE DOE No. 3 (collectively
26 “Plaintiffs”) by and through their undersigned counsel F. Edie Mermelstein, as and for their
27 Complaint against Defendant UBER Technologies, Inc., (“UBER”); Rasier, LLC (“RASIER”);
28

COMPLAINT

FEM LAW GROUP
18811 Huntington Street, Suite 240
HUNTINGTON BEACH, CALIFORNIA 92648

1 Rasier-CA, LLC (“RASIER-CA”) (collectively “Uber Defendants”); and DOES 1-50 (collectively
2 “Defendants”) hereby alleges as follows:

3 **INTRODUCTION**

4
5 1. For a period of time prior to the harms identified herein and actually suffered by
6 the named plaintiffs, Defendants, Uber Technologies, Inc, Rasier LLC and Rasier-CA, LLC, had
7 both actual and constructive knowledge of the FAKE UBER scheme. The FAKE UBER scheme
8 is where a predator lures an unsuspecting passenger who has engaged the Uber App to hail an
9 UBER ride into an imposter UBER vehicle. The FAKE UBER scheme has been known to the
10 Uber Defendants as early as 2016 to be occurring at popular and crowded nightclub/bar/restaurant
11 locations in and around Los Angeles. Once the Uber passenger was located inside the wrong
12 vehicle, the Uber passenger is falsely imprisoned while the predator drives to an isolated area and
13 sexually assaults the Uber passenger. The above described conduct of paragraph 1 will herein be
14 described as the “FAKE UBER scheme” or the “sexual assault scheme.”

15
16 2. With superior knowledge of the FAKE UBER scheme, the Uber Defendants failed
17 to warn Plaintiffs after the women employed the Uber app to hail rides, subjecting each of them to
18 sexual assault by predators employing the FAKE UBER scheme. As common carriers, the Uber
19 Defendants are duty bound to develop advanced safety measures to protect Uber passengers from
20 the known dangers of the FAKE UBER scheme instead of hiding serious incidents from the
21 public, disclaiming liability and blaming the victim.

22
23 3. The Uber Defendants provide transportation services to the public for
24 compensation through its network of drivers, using an online-enabled smartphone application (the
25 “Uber App”) to connect passengers with drivers. The unwitting public, and in particular women
26 looking for a safe ride home, have been lulled into believing that the Uber App summons a safe
27 means of transportation. Instead, once the Uber app has been engaged, single female passengers

1 leaving crowded nightclub/bar/restaurant locations become vulnerable to the FAKE UBER
2 scheme. For JANE DOE No. 1, JANE DOE No. 2 and JANE DOE No. 3, the Uber Defendants
3 had specialized and superior knowledge of the FAKE UBER scheme where sexual predators were
4 posing as Uber drivers in a five mile radius where Plaintiffs were abducted, yet intentionally
5 withheld this information from Plaintiffs and did nothing to warn Plaintiffs of the known danger.
6

7 4. Uber Defendants, possess the GPS technology to identify the pick up locations
8 where Plaintiffs initiated the Uber App, but did nothing to warn Plaintiffs of the known danger of
9 the FAKE UBER scheme leaving Plaintiffs vulnerable sitting ducks.

10 5. The Uber App can be downloaded by anyone with a smartphone. Anyone can
11 create an Uber account for use on the Uber App with a telephone number and email address.
12 Anyone with the Uber App can hail an Uber driver by launching or opening the Uber App
13 downloaded on a smartphone for *any* passenger. Once the Uber App is launched, the pick-up
14 location is set on the smartphone and a request is sent out to the nearest available Uber drivers to
15 pick-up the passenger(s) and take him/her or them to his/her or their desired destination. Uber has
16 a financial stake in keeping as many drivers and riders using the Uber App as possible and goes to
17 great lengths to keep bad press regarding safety to a minimum.

18 6. For each passenger trip, the Uber Defendants control the financial transaction for
19 the trip. When a ride is requested on the Uber App, UBER calculates the estimated fare based on
20 location information from the GPS enabled mobile device, which is required for use of the Uber
21 App. UBER receives the customer fare data and in turn charges this standardized fare to the credit
22 or debit card provided to UBER when the Uber App is registered. The Uber Defendants pay the
23 Uber driver's portion of the fare to the driver while retaining roughly a one-quarter percentage of
24 every fare. The Uber Defendants also charge the passenger a cancellation fee if the trip is
25 cancelled for any reason, including if the passenger was abducted and raped by a sexual predator.
26
27
28

1 7. The core service provided by the Uber Defendants, passenger transportation, has
2 serious implications for the safety of UBER's passengers, in particular, the inebriated young
3 women UBER directly targets. These safety dangers, including known risk of sexual assault, are
4 hidden from unsuspecting Uber App users looking for rides in areas fraught with reported rapists
5 posing as Uber drivers. The Uber Defendants make it easy for anyone, including sexual predators,
6 to disguise themselves as an Uber vehicle. The Uber Defendant's website has a "print at home"
7 feature where anyone with a computer and a printer can print out the identifying emblem to affix
8 to any vehicle. Upon information and belief, the Uber Defendants were put on notice of sexual
9 predators picking up Uber passengers after the customer engages the Uber App for pick up at local
10 Los Angeles night spots. Thereafter, the Uber Defendants failed to warn susceptible Uber App
11 users, including Plaintiffs, who were engaging the Uber App within a five mile radius of reported
12 abductions and rapes. Using the advanced GPS technology available on the Uber App, the Uber
13 Defendants could have easily warned Uber passengers in the known danger zones directly through
14 the Uber App in an Amber Alert style warning and could have targeted warnings by location.
15 Instead, Uber Defendants frustrated investigations, forcing police departments to obtain search
16 warrants and taking seven or more weeks to respond.

17 8. UBER consistently markets itself to the general public as one of the best options
18 for a safe ride home after a night of drinking alcohol. UBER has even partnered with Mothers
19 Against Drunk Driving ("MADD") whereby UBER and MADD are "Pledging to protect loved
20 ones," as featured in a video on the joint UBER/MADD webpage. This joint webpage also
21 features a large photograph of a young female passenger with the title "Uber | MADD" followed
22 by the Defendant's catchphrase, "Get Home Safe."

23 9. Uber Defendants also market Uber's safety features through its rider safety
24 webpage. The rider safety webpage features proclamations of "safe pickups" with "door-to-door
25

1 service.” This safety webpage also features a photograph of a young female, with a quote from the
2 young female declaring the safety benefits of using the Uber App. With the actual and
3 constructive knowledge of the FAKE UBER scheme, the Uber Defendants did nothing to
4 safeguard the Uber emblem or restrict its printing, or otherwise make Uber vehicles more
5 identifiable to a known segment of their targeted customer base, the inebriated female.
6

7 10. Upon information and belief, prior to JANE DOE 1’s attack, Uber Defendants were
8 contacted by the Los Angeles Police Department and/or the Los Angeles Sheriff’s Department and
9 put on notice of sexual predators who were posing as, or actual, rideshare drivers. These rideshare
10 drivers were specifically seeking out young inebriated women who have engaged the Uber App
11 and were waiting for pick up within a five mile radius located in Los Angeles County. This radius
12 includes a concentrated three block area in West Hollywood where nightclubs Pump, Revolver
13 and Trunks are located and downtown Los Angeles. The Uber Defendants were on notice and had
14 specialized knowledge of attacks against their customers, but failed to warn Plaintiffs of the risk of
15 abduction and rape by sexual predators posing as Uber drivers.
16

17 11. Upon information and belief, the Los Angeles Police Department and immediately
18 surrounding jurisdictions have contacted Uber Defendants multiple times to alert Uber Defendants
19 of additional victims and the continued perpetration of this FAKE UBER scheme.
20

21 12. Upon information and belief, Uber passengers have reported sexual misconduct
22 including rapes to the Uber Defendants’ Serious Incident Unit in the target area and beyond,
23 including national and international reports of the FAKE UBER scheme.
24

25 13. Despite being on notice of sexual predators relying on the Uber App to easily pick
26 up their prey, this pervasive FAKE UBER scheme and its particular increase in the Los Angeles
27 area, the Uber Defendants failed to affirmatively implement any safeguards for the general public,
28 its targeted customers, or Plaintiffs.

1 14. Although it may appear the Uber Defendants invest in the safety of passengers,
2 Uber Defendants fail to mention in app or warn its passengers of the serious danger and threat of
3 this FAKE UBER scheme to passengers, particularly young, intoxicated female passengers, the
4 very demographic targeted by Uber's safety marketing campaigns. Sexual assaults that are the
5 result of use of the Uber App are a pervasive problem of which Uber Defendants have been on
6 notice and have egregiously chosen to hide and minimize.
7

8 15. Upon information and belief, the Uber Defendants were put on notice as early as
9 November 2014 of the FAKE UBER scheme. There have been reports in Atlanta, Georgia,
10 Boston, Massachusetts, Dallas, Texas, Hamden, Connecticut, Kansas City, Missouri, Miami,
11 Florida, New York City, New York, Milwaukee, Wisconsin, and Toronto, Canada, and now South
12 Carolina to which Uber Defendants made statements concerning "safety features" built into the
13 Uber App, which provide the name, picture, and license plate number of the Uber driver for Uber
14 passengers to match to the arriving car. While Uber Defendants claim this "matching system"
15 prevents encounters with Uber imposters, placing the onus on the victims, Uber Defendants fail to
16 take into consideration that the customer they market to are typically inebriated causing enhanced
17 difficulty in using this "matching system." This is evidenced by multiple reports of women
18 mistakenly entering the vehicle of imposter Uber drivers and subsequently being assaulted. With
19 this knowledge, Uber Defendants continuously refuse to implement any further safety features that
20 would better warn and notify an inebriated individual, such as an Amber Alert style in app
21 warning system, or a four digit pin number or color coding display, and continue to jeopardize the
22 public's safety.
23

25 16. Despite being on notice of this FAKE UBER scheme and having actual and
26 constructive knowledge of violent and reoccurring sexual assaults perpetrated against its
27 passengers, Uber Defendants continuously fail to implement technology-based safeguards and
28

1 warning systems to alert unsuspecting Uber patrons of this sexual assault scheme and to prevent
2 such assaults.

3 17. Uber Defendants have made it easy for sexual predators to “print at home” UBER
4 emblems to masquerade as Uber vehicles even though Uber Defendants, as common carriers, are
5 aware of the need to protect the general public and have the means to do so.

6 18. Plaintiffs JANE DOE 1, JANE DOE 2, and JANE DOE 3 (collectively “Plaintiffs”)
7 file this action under pseudonyms as they are victims of sexual assault. Plaintiffs proceed in this
8 manner to protect their legitimate privacy rights as further disclosure would expose them to
9 stigmatization and invasion of privacy. Uber Defendants are aware of the true legal names of
10 Plaintiffs, the circumstances surrounding their claims as set forth herein and with the service of the
11 complaint, Plaintiffs will provide them with a separate notice of their true identity. Further, in
12 order to prevent unnecessary disclosure of Plaintiffs’ identities and real names in the public
13 record, Plaintiffs anticipate seeking concurrence from Uber Defendants for entry into a protective
14 order.

15 19. Plaintiffs are female Uber passengers, within the Uber Defendants’ targeted market,
16 that the Uber Defendants failed to warn and protect. All three Plaintiffs had consumed alcohol but
17 made responsible decisions not to drive vehicles after leaving popular Los Angeles night spots. All
18 three Plaintiffs, believing that Uber provides a safe ride home, chose to individually hail an Uber
19 vehicle to deliver each one home safely. However, rather than getting into the hailed ride, each
20 Plaintiff mistakenly and unexpectedly entered the car of serial rapists posing as Uber Drivers.
21

22 20. JANE DOE 1 and JANE DOE 3 were abducted by Walter Velasquez
23 (“Velasquez”), a serial rapist using the FAKE UBER scheme to capture his prey. JANE DOE 2
24 was abducted by Nicholas Morales (“Morales”), who also utilized the FAKE UBER scheme to
25 trap his victims. All three Plaintiffs were raped after engaging the Uber App which made them
26

susceptible to the FAKE UBER scheme. Since the sexual assaults, all three Plaintiffs have been experiencing loss of sleep, anxiety, depression, inability to concentrate, inability to enjoy normal, healthy sexual experiences and other symptoms consistent with rape trauma syndrome and post traumatic stress disorder.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
559
560
561
562
563
564
565
566
567
568
569
569
570
571
572
573
574
575
576
577
578
579
579
580
581
582
583
584
585
586
587
588
589
589
590
591
592
593
594
595
596
597
598
599
599
600
601
602
603
604
605
606
607
608
609
609
610
611
612
613
614
615
616
617
618
619
619
620
621
622
623
624
625
626
627
628
629
629
630
631
632
633
634
635
636
637
638
639
639
640
641
642
643
644
645
646
647
648
649
649
650
651
652
653
654
655
656
657
658
659
659
660
661
662
663
664
665
666
667
668
669
669
670
671
672
673
674
675
676
677
678
679
679
680
681
682
683
684
685
686
687
688
689
689
690
691
692
693
694
695
696
697
698
699
699
700
701
702
703
704
705
706
707
708
709
709
710
711
712
713
714
715
716
717
718
719
719
720
721
722
723
724
725
726
727
728
729
729
730
731
732
733
734
735
736
737
738
739
739
740
741
742
743
744
745
746
747
748
749
749
750
751
752
753
754
755
756
757
758
759
759
760
761
762
763
764
765
766
767
768
769
769
770
771
772
773
774
775
776
777
778
779
779
780
781
782
783
784
785
786
787
788
789
789
790
791
792
793
794
795
796
797
798
799
799
800
801
802
803
804
805
806
807
808
809
809
810
811
812
813
814
815
816
817
818
819
819
820
821
822
823
824
825
826
827
828
829
829
830
831
832
833
834
835
836
837
838
839
839
840
841
842
843
844
845
846
847
848
849
849
850
851
852
853
854
855
856
857
858
859
859
860
861
862
863
864
865
866
867
868
869
869
870
871
872
873
874
875
876
877
878
879
879
880
881
882
883
884
885
886
887
888
889
889
890
891
892
893
894
895
896
897
898
899
899
900
901
902
903
904
905
906
907
908
909
909
910
911
912
913
914
915
916
917
918
919
919
920
921
922
923
924
925
926
927
928
929
929
930
931
932
933
934
935
936
937
938
939
939
940
941
942
943
944
945
946
947
948
949
949
950
951
952
953
954
955
956
957
958
959
959
960
961
962
963
964
965
966
967
968
969
969
970
971
972
973
974
975
976
977
978
979
979
980
981
982
983
984
985
986
987
988
989
989
990
991
992
993
994
995
996
997
998
999
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
20

22. Uber Defendants have marketed to college age and young women as an alternative
to drinking and driving, with a known risk that this target market, including Plaintiffs, are
vulnerable to sexual assault as soon as they engage the Uber App. Uber Defendants have failed to
safeguard Plaintiffs and the general public against this FAKE UBER scheme even though Uber
Defendants could have implemented technology and warning systems to alert Plaintiffs and other
Uber users to insure Plaintiffs' and other users' safety.

23. Pursuant to California Civil Code §2100, as a carrier of persons for reward, the Uber Defendants (1) must use the utmost care and diligence for the Plaintiffs' safe carriage; (2) must provide everything necessary for that purpose; and (3) must exercise to that end a reasonable degree of skill. The Uber Defendants are in violation of California Civil Code §2100, where they failed to use the utmost care and diligence for the Plaintiffs as they did not provide safe carriage or provide a reasonable and simple warning to Plaintiffs through the Uber App hailing device.

PARTIES

5 24. JANE DOE 1 is an adult woman who was assaulted in Los Angeles County, and
6 currently resides in Culver City in the County of Los Angeles, California.

25. JANE DOE 2 is an adult woman who was assaulted in Los Angeles County, and currently resides in the city of Alhambra in the County of Los Angeles, California.

1 26. JANE DOE 3 is an adult woman who was assaulted in Los Angeles County, and
2 currently resides in the city of Van Nuys in the County of Los Angeles, California.

3 27. Defendant Uber Technologies, Inc. ("UBER") is a Delaware Corporation that runs
4 a Transportation Network Company ("TNC") known as Uber, which provides a number of
5 transportation options for users of their service through an online-enabled application ("Uber
6 App"). UBER has its principal place of business in San Francisco, California, and conducts
7 business with drivers dispatched throughout Los Angeles County. UBER upon information is
8 believed to be a holding company that manages corporate issues as well as research and
9 development.

10 28. Plaintiffs are informed and believe and on the basis of said information and belief
11 allege that Defendant Rasier, LLC ("RASIER") is a Delaware Limited Liability Company, which
12 is a wholly owned subsidiary of UBER and the parent company of Rasier-CA, LLC ("RASIER-
13 CA"), a Delaware Limited Liability Company. RASIER, LLC and RASIER-CA, LLC have their
14 principal place of business in San Francisco, California. RASIER, LLC AND RASIER-CA, LLC
15 collect the income generated from the Uber App, including income generated from Los Angeles
16 County, California.

17 29. UBER and/or DOES 1 through 50 use RASIER, LLC and/or RASIER-CA, LLC
18 and/or DOES 2-50 to operate TRANSPORTATION NEWTORK COMPANY known as Uber, a
19 division of UBER and/or DOES 1-50's commercial enterprise.

20 30. Plaintiffs are informed and believe, and on the basis of information and belief
21 allege that RASIER-CA, LLC has been assigned Carrier ID PSG0032512 by the PUC and that
22 UBER, RASIER, LLC and/or RASIER-CA, LLC and/or Does 1-50 use Carrier ID PSG0032512
23 to operate its TNC, UBER in California.

24 31. Plaintiffs are informed and believe, and on the basis of information and belief
25 allege that RASIER-CA, LLC is the insurance certificate holder for the insurance that UBER is
26 required to carry as a TNC by the PUC, which it uses for its Uber operations.

27 32. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
28 DOES 1 through 50, inclusive, and therefore sues said defendants by such fictitious names.

1 Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.
2 Plaintiff believes that the fictitiously named defendants are legally responsible in some manner for
3 the occurrences, injuries and damages hereinafter alleged.

4 ***JURISDICTION AND VENUE***

5 33. This Court may exercise general personal jurisdiction over Defendants consistent
6 with the California and U.S. Constitution.

7 34. Jurisdiction is proper in this case in that the amount in controversy is in excess of
8 the statutory requirements of this court.

9 35. The Court has personal jurisdiction over UBER, RASIER and RASIER-CA
10 because they are headquartered in the State of California and they conduct business throughout
11 California, including Los Angeles County where the sexual assaults occurred.

12 36. Venue is proper in Los Angeles County Superior Court in that a substantial part of
13 the events and omissions giving rise to the claims occurred within Los Angeles County, including
14 the Plaintiffs' use of the Uber App, the Plaintiffs hailed rides and the Plaintiffs' resulting injuries
15 that led to the claims asserted here, as well as the marketing, advertising, promotion, offering for
16 sale, and sale of Uber Defendants' services.

17 ***FACTUAL ALLEGATIONS***

18 ***UBER DEFENDANTS KNEW OF THE FAKE UBER SCHEME
TARGETING UBER PASSENGERS***

19 37. At all relevant times, Plaintiffs were adult women residing in Los Angeles County,
20 who had downloaded the Uber App expecting safe carriage.

21 38. Plaintiffs, like many other users in Uber Defendants' targeted demographic,
22 downloaded the Uber App to obtain a means of transportation to and from events where they
23 would be consuming alcohol and did not want to drive, but wanted a safe ride home.

24 39. At all relevant times, Uber Defendants were aware of the risk that the usage of the
25 Uber App by unsuspecting customers posed a real threat and danger of abduction by sexual
26 predators. Uber Defendants were aware of a particular FAKE UBER scheme to deceive Uber App
27 users into entering the vehicles of sexual predators. Uber Defendants, prior to JANE DOE No. 1's

1 assault were made aware of sexual predator attacks and the risk to intoxicated females engaging
2 the Uber App after leaving nightclubs within the Los Angeles area including downtown Los
3 Angeles and West Hollywood. Upon information and belief, the Los Angeles Police Department
4 and/or the Los Angeles Sheriff's Department alerted the Uber Defendants of the sexual assault
5 scheme and were met with resistance and delays in obtaining information from the Uber
6 Defendants regarding the drivers summoned and the sexual assaults occurring in conjunction with
7 the use of the Uber App by female passengers. Upon information and belief, the Los Angeles
8 Police Department and immediately surrounding jurisdictions have contacted Uber Defendants
9 multiple times prior to Plaintiffs' sexual assaults to alert Uber Defendants of additional victims of
10 and the continued perpetration of this sexual assault scheme.

11 40. Despite being on notice of sexual predators relying on the Uber App to easily pick
12 up their prey, this pervasive sexual assault scheme and its particular increase in the Los Angeles
13 area, Uber Defendants have failed to affirmatively implement any safeguards in the Uber App or
14 Uber vehicles for the general public and its targeted customers. Uber Defendants never warned nor
15 gave any information about this sexual assault scheme to Plaintiffs, despite the fact that they had
16 downloaded the Uber App and were engaging the Uber App in the zone of danger, which made
17 each JANE DOE particularly vulnerable to the scheme. At all relevant times, Uber Defendants
18 knew that Plaintiffs were typical, both in age and location, of the women who were targeted and
19 horrifically assaulted in the scheme.

41. Uber Defendants have placed profits over safety by deliberately failing to
42 implement any warning system regarding this sexual assault scheme so as to rapidly expand its
43 profits and not deter any potential users. This is a calculated decision by senior executives to allow
44 Uber Defendants to attempt to dominate the rideshare market at the expense of public safety.

UBER DEFENDANTS PURPOSELY KEPT UBER USERS IN THE DARK REGARDING THE FAKE UBER SCHEME

25 42. Upon information and belief, on or about September 2, 2016, a FAKE UBER
26 sexual assault was reported in West Hollywood to law enforcement who contacted Uber
27 Defendants for information regarding this assault and the engagement of the Uber App. No
28

1 warnings were issued by the Uber Defendants regarding the FAKE UBER sexual assault scheme
2 to JANE DOE No. 1, JANE DOE No. 2 or JANE DOE No. 3 or the general public.

3 43. Upon information and belief, on or about October 9, 2016, a FAKE UBER sexual
4 assault was reported within a five mile radius of West Hollywood to law enforcement who
5 contacted Uber Defendants for information regarding this assault and the engagement of the Uber
6 App. No warnings were issued by the Uber Defendants regarding the FAKE UBER sexual assault
7 scheme to JANE DOE No. 1, JANE DOE No. 2 or JANE DOE No. 3 or the general public.

8 44. Upon information and belief, on or about January 1, 2017, an Uber related sexual
9 assault was reported within a five mile radius of West Hollywood to law enforcement who
10 contacted Uber Defendants for information regarding this assault and the engagement of the Uber
11 App. No warnings were issued by the Uber Defendants regarding the FAKE UBER sexual assault
12 scheme to JANE DOE No. 1, JANE DOE No. 2 or JANE DOE No. 3 or the general public.

13 45. Upon information and belief, on or about January 7, 2017, a FAKE UBER sexual
14 assault was reported after a young woman left a club in West Hollywood. This incident was
15 reported to law enforcement who contacted Uber Defendants for information regarding this assault
16 and the engagement of the Uber App. No warnings were issued by the Uber Defendants regarding
17 the FAKE UBER sexual assault scheme to Plaintiffs or the general public.

18 46. Upon information and belief, on or about May 6, 2017, a FAKE UBER sexual
19 assault was reported after a young woman left Trunks, a club in West Hollywood. This incident
20 was reported to law enforcement who contacted Uber Defendants for information regarding this
21 assault and the engagement of the Uber App. No warnings were issued by the Uber Defendants
22 regarding the FAKE UBER sexual assault scheme to JANE DOE No. 1, JANE DOE No. 2 or
23 JANE DOE No. 3 or the general public.

24 47. On or about June 18, 2017, JANE DOE No. 1 was abducted and raped after she left
25 Revolver, a club in West Hollywood. This incident was reported to law enforcement who
26 contacted Uber Defendants for information regarding this assault and the engagement of the Uber
27 App. No warnings were issued by the Uber Defendants regarding the FAKE UBER sexual assault
28 scheme to JANE DOE No. 2 or JANE DOE No. 3 or the general public.

1 48. Upon information and belief, on or about September 22, 2017, a FAKE UBER
2 sexual assault was reported after a young woman left Pump, a club in West Hollywood. This
3 incident was reported to law enforcement who contacted Uber Defendants for information
4 regarding this assault and the engagement of the Uber App. No warnings were issued by the Uber
5 Defendants regarding the FAKE UBER sexual assault scheme to JANE DOE No. 1, JANE DOE
6 No. 2 or JANE DOE No. 3 or the general public.

7 49. On or about December 30, 2017, JANE DOE No. 2 was abducted and raped after
8 she left the Down and Out, a club in downtown Los Angeles. This incident was reported to law
9 enforcement who contacted Uber Defendants for information regarding this assault and the
10 engagement of the Uber App. No warnings were issued by the Uber Defendants regarding the
11 FAKE UBER sexual assault scheme to JANE DOE No. 1 or JANE DOE No. 3 or the general
12 public.

13 50. On or about February 16, 2018, JANE DOE No. 3 was abducted and raped after
14 she left Pump, a club in West Hollywood. This incident was reported to law enforcement and
15 directly to Uber Defendants. No warnings were issued by the Uber Defendants regarding the
16 FAKE UBER sexual assault scheme to JANE DOE No. 1 or JANE DOE No. 2 or the general
17 public.

18 51. Upon information and belief, multiple reports regarding the FAKE UBER scheme
19 that occurred in West Hollywood and downtown Los Angeles that were not reported to law
20 enforcement but where reported to Uber Defendants. No warnings to JANE DOE No. 1, JANE
21 DOE No. 2, JANE DOE No. 3 or the general public were made regarding this alarming trend of
22 the FAKE UBER sexual assault scheme between September 2016 through February 16, 2018.

23 52. The Uber Defendants had actual knowledge of the FAKE UBER sexual assault
24 scheme prior to June 18, 2017, that:

- 25 a. Sexual predators were impersonating Uber drivers and luring unsuspecting
26 women, like JANE DOE No. 1 , JANE DOE No. 2, and JANE DOE No. 3,
27 to rape them;

28 b. JANE DOE No. 1, JANE DOE No. 2, and JANE DOE No. 3 engaged the

Uber App and without warning mistakenly got into a sexual predators vehicle; and

c. The serial rapists employed the FAKE UBER facade as an essential element of the sexual assault scheme.

53. Uber Defendants repeatedly made statements that the Uber App provides the name, picture, and license plate number of the driver for Uber passengers to match to prevent encounters with Uber imitators. However, Uber Defendants did not and have not take any affirmative precautions to further warn Uber users in specific areas of the continuous FAKE UBER sexual assault scheme, particularly when engaging the Uber App.

PLAINTIFFS WERE RAPED IN THE FAKE UBER SCHEME

JANE DOE No. 1:

54. On June 18, 2017, JANE DOE No. 1 was attending a social gathering at Revolver located at 8851 Santa Monica Blvd., West Hollywood, CA 90069. After consuming alcohol and being separated from her friends, JANE DOE No. 1 made the responsible decision to call for an Uber. After engaging the Uber App JANE DOE No. 1 entered the vehicle of what she believed to be her scheduled Uber driver. Unbeknownst to her, JANE DOE No. 1 had entered the vehicle of a serial rapist, Walter Velasquez, who was posing as her scheduled Uber driver.

19 55. At the time JANE DOE No. 1 hailed an Uber vehicle, Uber Defendants did not
20 provide any warning to JANE DOE No. 1 or other users of the Uber App, that sexual predators
21 such as Walter Velasquez had been repeatedly preying on Uber App users to execute this sexual
22 assault scheme, as described above, especially in JANE DOE No. 1's specific location, as
23 evidenced by the Uber App's GPS mechanism.

24 56. On information and belief, the Uber Defendants were notified by law enforcement
25 authorities that approximately six weeks before JANE DOE No. 1's attack that on May 6, 2017, at
26 approximately 1:30 AM, there was an Uber-related sexual assault with the pick up location
27 approximately 137.8 feet away from the location JANE DOE No. 1 was abducted. The Uber
28 Defendants did nothing to put JANE DOE No. 1 on alert of this sexual assault scheme and the

1 inherent risk to JANE DOE No. 1, due to her demographic, location, time of scheduled pick up,
2 and presumed intoxication.

3 57. JANE DOE No. 1 believed she was entering the Uber vehicle she had hailed with
4 the Uber App. JANE DOE No. 1 was never notified of the FAKE UBER scheme in the area.
5 After JANE DOE No. 1 entered the FAKE UBER a sexual predator raped JANE DOE No. 1.

6 58. As a direct and proximate result of this FAKE UBER scheme and Uber
7 Defendants' failure to warn potential victims/Uber users of said scheme despite Uber Defendants'
8 superior knowledge of same, JANE DOE No. 1 has suffered and will continue to suffer severe
9 psychological and physical damages, mental pain and anguish, and loss of enjoyment of life.

10

11 **JANE DOE No. 2:**

12 59. On December 30, 2017, JANE DOE No. 2 was attending a social gathering at
13 Down and Out located at 501 South Spring Street, Los Angeles, California, 90013. After
14 consuming alcohol and being separated from her friends, JANE DOE No. 2 made the responsible
15 decision to call for an Uber. After engaging the Uber App, JANE DOE No. 2 entered the vehicle
16 of what she believed to be her scheduled Uber driver. Unbeknownst to her, JANE DOE No. 2 had
17 entered the vehicle of a serial rapist, Nicolas Morales, who was posing as her scheduled Uber
18 driver. JANE DOE No. 2 checked the driver who looked similar to the picture and the license
19 plate and told the driver that the license plate did not match. The predator explained he had
20 crashed his car two weeks earlier and didn't update the app.

21 60. At the time JANE DOE No. 2 hailed an Uber vehicle, Uber Defendants did not
22 provide any warning to JANE DOE No. 2 or other users of the Uber App, that sexual predators
23 such as Nicolas Morales had been repeatedly preying on Uber App users to execute this sexual
24 assault scheme, as described above, especially in JANE DOE No. 2's specific location, as
25 evidenced by the Uber App's GPS mechanism.

26 61. On information and belief, the Uber Defendants were notified numerous times by
27 the authorities and Uber App users of Uber-related sexual assaults with the pick up locations in
28 close proximity from the location JANE DOE No. 2 was abducted. The Uber Defendants did

1 nothing to put JANE DOE No. 2 on alert of this sexual assault scheme and the inherent risk to
2 JANE DOE No. 2, due to her demographic, location, time of scheduled pick up, and presumed
3 intoxication.

4 62. JANE DOE No. 2 believed she was entering the Uber vehicle she had hailed with
5 the Uber App. After JANE DOE No. 2 entered the vehicle, the actual Uber driver called JANE
6 DOE No. 2 and was irritated that she had gotten in the wrong car and hung up on her. JANE DOE
7 No. 2 realized she was in the wrong vehicle but was unable to avoid the abduction and brutal rape
8 that followed.

9 63. The Uber driver that was suppose to pick up JANE DOE No. 2 drove the route
10 anyway and JANE DOE No. 2 was charged for that Uber ride even though she was not in the
11 correct vehicle. JANE DOE No. 2 is informed and believes the hailed Uber driver drove the route
12 anyway to obtain a fee instead of alerting authorities of the abduction.

13 64. As a direct and proximate result of this sexual assault scheme and Uber
14 Defendants' failure to warn potential victims/Uber users of said scheme despite Uber Defendants'
15 superior knowledge of same, JANE DOE No. 2 has suffered and will continue to suffer severe
16 psychological and physical damages, mental pain and anguish, and loss of enjoyment of life.

17 **JANE DOE No. 3:**

18 65. On February 16, 2018, JANE DOE No. 3 was attending a social gathering at Pump
19 located at 8948 Santa Monica Blvd., West Hollywood, CA 90069. After consuming alcohol, she
20 made the responsible decision to call for an Uber. After engaging the Uber App, JANE DOE No. 3
21 entered the vehicle of what she believed to be her scheduled Uber driver. Unbeknownst to her,
22 JANE DOE No. 3 had entered the vehicle of a serial rapist, Walter Velasquez, who was posing as
23 her scheduled Uber driver.

24 66. At the time JANE DOE No. 3 hailed an Uber, Uber Defendants did not provide any
25 warning to JANE DOE No. 3 or other users of the Uber App, that sexual predators including
26 JANE DOE No. 3's assailant had been repeatedly preying on Uber App users to execute this
27 FAKE UBER scheme, as described above, especially in JANE DOE No. 3's specific location as
28 evidenced by the Uber App's GPS mechanism.

67. After JANE DOE No. 3 entered the vehicle she thought was her ride, JANE DOE No. 3 was sexually assaulted. After reporting the incident to the police and the Uber Defendants, the Uber Defendants deleted JANE DOE No. 3's account. The Uber Defendants did not immediately cooperate with law enforcement in the investigation taking more than seven weeks to respond to search warrants in JANE DOE No. 3's investigation.

6 68. As a direct and proximate result of this FAKE UBER scheme and Uber
7 Defendants' failure to warn potential victims/Uber users of said scheme despite Uber Defendants'
8 superior knowledge of the FAKE UBER scheme, JANE DOE No. 3 has suffered and will continue
9 to suffer severe psychological and physical damages, mental pain and anguish, and loss of
10 enjoyment of life.

UBER'S SAFETY WARRANTIES

12 69. Uber's website states under "Getting a Safe Ride" the following:

“Safe pickups
The Uber app automatically finds your location to provide door-to-door service. That means you stay safe and comfortable wherever you are until your driver arrives.”

13 70. Uber Defendants are aware that violent predators, including serial rapists, have
14 increasingly impersonated Uber drivers and have preyed on the unsuspecting female target market.
15
16 Despite their superior knowledge regarding these potential dangers to the public, Uber Defendants
17 have chosen not to implement any available technological safety measures to prevent passengers,
18 particularly college age and young women from being assaulted by sexual predators impersonating
19
20 Uber drivers.

THE TERMS AND CONDITIONS OF THE UBER APP ARE NOT BINDING

22 71. At all relevant times, including when Plaintiffs downloaded the Uber App on their
23 smartphones, the Uber App did not require Plaintiffs to open a link to the Terms and Conditions.

21 72. At no point did the Uber App require that Plaintiffs read the Terms and Conditions.
25 Upon the filing of this complaint, Plaintiffs have not read Uber's Terms and Conditions.

26 73. The full Terms and Conditions were never emailed or otherwise delivered to
27 Plaintiffs.
28

1 74. The Terms and Conditions contain unconscionable terms.

2 75. UBER claims that it retains the right to immediately terminate the Terms and

3 Conditions at any time for any reason and those contractual changes are effective once posted on

4 the Uber App.

5 76. Plaintiffs were not provided conspicuous notice of the existence of the Terms and
6 Conditions when she downloaded the Uber App.

7 77. Plaintiffs were not required to and Plaintiffs did not review any of the Terms and
8 Conditions.

FIRST CAUSE OF ACTION NEGLIGENCE

10
11 78. Plaintiffs hereby incorporate all paragraphs above as though set forth fully herein.
79. Plaintiffs allege that they were harmed by the Uber Defendants' negligence.

COMMON CARRIER NEGLIGENCE

13 80. Plaintiffs allege that at all times mentioned herein, Uber Defendants held
14 themselves out to the public generally to carry persons and goods from place to place through their
15 network of drivers for hire. The Uber Defendants are common carriers under California Civil
16 Code §§ 2100 and 2168, and Public Utilities Code §211.

17. Plaintiffs allege that, although Uber Defendants' Uber User Agreement states they
18. are not bound to carry any person unless they have entered into a special agreement to do so, their
19. website states, "Open to everyone, everywhere. All ride requests are blindly matched with the
20. closest available driver. So there is no discrimination based on race, gender, or destination."
21. Therefore, Uber Defendants are not private carriers, but common carriers.

22 82. The Uber Defendants have a duty to use the utmost diligence to Plaintiffs and other
23 customers for their safe carriage, must provide everything necessary for that purpose, and must
24 exercise to that end a reasonable degree of skill. (Cal. Civ. Code §2100).

25 83. Uber Defendants had a special duty as a common carrier to Plaintiffs who were
26 Uber passengers as soon as Plaintiffs engaged the Uber App.

84. Uber Defendants breached their duty to Plaintiffs when the Uber Defendants failed

1 to use the utmost diligence to Plaintiffs for their safe carriage when Uber Defendants -- while
2 having superior knowledge supplied by reports to Uber Serious Incident Unit and law enforcement
3 of the continuous and dangerous FAKE UBER sexual assault scheme perpetrated against Uber
4 users in the specific areas where Plaintiffs each engaged the Uber App and hailed their rides --
5 failed to warn Plaintiffs and other Uber users of same.

6 85. Uber Defendants failed to provide everything necessary for that purpose of safe
7 carriage when Uber Defendants failed to provide Plaintiffs with any specific notice or warning on
8 the Uber App regarding this dangerous FAKE UBER sexual assault scheme being perpetrated
9 against victims similar in demographic, location, time of scheduled pick up, and presumed
10 consumption of alcohol to that of Plaintiffs.

11 86. Uber Defendants failed to exercise a reasonable degree of skill when, despite their
12 superior knowledge of the FAKE UBER sexual assault scheme, the Uber Defendants
13 unreasonably failed to establish any type of significant alert or warning system to notify Plaintiffs
14 and other Uber users of the heightened risks of sexual predators in the specific areas during the
15 specific time of night targeting young women leaving nightclubs.

16 87. Plaintiffs allege that Uber Defendants had a duty to warn under common carrier
17 liability of the dangers that can occur as a result of the use of the Uber App. As soon as the Uber
18 App is engaged, Plaintiffs became sitting ducks for the FAKE UBER sexual assault scheme. Uber
19 Defendants breached their duty by not giving to Plaintiffs any adequate warnings of the FAKE
20 UBER sexual assault scheme in the area when engaging the Uber App during the time frame and
21 location known to the Uber Defendants.

22 88. Plaintiffs allege that Uber Defendants had a duty to prevent harm from sexual
23 assault by third parties that Uber Defendants knew or should have known were occurring in the
24 area. Uber Defendants breached their duty to prevent harm by not warning Plaintiffs of the FAKE
25 UBER sexual assault scheme in the area where Plaintiffs were engaging the Uber App.

26 89. Plaintiffs allege that Uber Defendants' duty as common carriers begins as soon as a
27 person engages the Uber App intending in good faith to become an Uber passenger. Uber
28 Defendant's duties to JANE DOE No. 1, JANE DOE No. 2 and JANE DOE No. 3 were triggered

1 when Plaintiffs requested a ride through the Uber App.

2 90. Plaintiffs allege that Uber Defendant's duty as a common carrier does not end until
3 the passenger is discharged into a relatively safe space. Uber Defendants breached their duty by
4 failing to adequately identify Uber vehicles -- allowing anyone to print an Uber decal at home --
5 and failing to pick up Plaintiffs who were not warned by Uber Defendants that Plaintiffs' pick up
6 locations were known by Uber Defendants not to be safe spaces.

7 91. Plaintiffs were damaged at an amount to be proven at trial. Plaintiffs' damages
8 were proximately caused by the Uber Defendants grossly negligent actions and omissions.

9 **NEGLIGENCE FAILURE TO WARN**

10 92. Plaintiffs allege that Uber Defendants had a special duty to Plaintiffs as a common
11 carrier.

12 93. Plaintiffs allege Uber Defendants breached their duty as common carriers by failing
13 to warn of the dangers of using the app and failing to prevent harm to Uber passengers, while
14 failing to employ protective measures to adequately identify an Uber vehicle versus an imposter
15 vehicle.

16 94. Plaintiffs allege that Uber Defendants had superior knowledge of the FAKE UBER
17 scheme in that they received reports of prior sexual assaults in the same area from both Uber users
18 and law enforcement.

19 95. Uber Defendants failure to warn based on their superior knowledge and failure to
20 prevent harm was a substantial factor in the sexual assaults of Plaintiffs.

21 96. Uber Defendants, and each of them, have a duty as a carrier of persons for reward
22 to give to Plaintiffs all such accommodations as are usual and reasonable, and must treat them
23 with civility, and give them a reasonable degree of attention. (Cal. Civ. Code §2103).

24 97. Uber Defendants failed to give to Plaintiffs all such accommodations as are usual
25 and reasonable and failed to give Plaintiffs a reasonable degree of attention when Uber
26 Defendants, while having superior knowledge supplied by various Uber users and law
27 enforcements of the continuous and dangerous sexual assault scheme perpetrated against Uber
28 users in the Plaintiffs' specific areas, failed to take reasonable steps to initiate any significant

1 warning system to alert Plaintiffs and other Uber users of the heightened risk of sexual assault
2 associated with sexual predators in their specific area posing as Uber drivers and raping
3 unsuspecting victims.

4 98. As a result of Uber Defendants' negligence, Uber Defendants, and each of them,
5 caused Plaintiffs to suffer severe personal injuries and related damages, in a sum according to
6 proof at the time of trial.

7 99. Uber Defendants owed Plaintiffs a duty of protection from reasonably foreseeable
8 harm, which included the harm reasonably foreseeable from the FAKE UBER sexual assault
9 scheme of which the Uber Defendants had superior knowledge.

10 100. Uber Defendants breached their duty to Plaintiffs by failing to make disclosures or
11 warnings that would have placed Plaintiffs on notice of the danger and heightened JANE DOE
12 No. 1, JANE DOE No. 2 and JANE DOE No. 3's awareness and prevented the harm caused by the
13 FAKE UBER sexual assault scheme.

NEGLIGENCE INFLICTION OF EMOTIONAL STRESS

16 101. Uber Defendants owed a duty as a common carrier with a pre-existing duty to
17 Plaintiffs who are the Direct Victims of the FAKE UBER sexual assault scheme.

18 102. JANE DOE No. 1 has experienced serious emotional distress that is severe and
19 enduring as a result of the FAKE UBER sexual assault scheme.

20 103. JANE DOE No. 2 has experienced serious emotional distress that is severe and
21 enduring as a result of the FAKE UBER sexual assault scheme.

22 104. JANE DOE No. 3 has experienced serious emotional distress that is severe and
23 enduring as a result of the FAKE UBER sexual assault scheme.

25 105. At the time and place as aforesaid, and as a result of Uber Defendants' negligence,
26 Uber Defendants, and each of them, caused Plaintiffs to suffer severe personal injuries and related
27 damages, in a sum according to proof at the time of trial.

1 106. As a legal result of Uber Defendants' tortious misconduct, as aforesaid, Plaintiffs
2 had to employ the services of hospitals, physicians, nurses and other professional services; and
3 Plaintiffs were compelled to incur expenses for examinations, medicines, and other medical
4 supplies and services. Plaintiffs are informed and believe and thereon allege that further services
5 of that nature will be required by Plaintiffs for an unpredictable period in the future, all to
6 Plaintiffs' damages, in a sum according to proof at the time of trial.
7

8 107. As a further legal result of the tortious misconduct of Uber Defendants, and each
9 of them, Plaintiffs have suffered loss of earnings and earning capacity, in the past, present and
10 future, in an amount that will be demonstrated at trial according to proof.

11 108. Upon compliance with Code of Civil Procedure § 998, Plaintiffs will seek an
12 award of prejudgment interest and costs, pursuant to California Civil Code § 3291 in a sum
13 according to proof.
14

15 109. As a further legal result of the foregoing, Plaintiffs suffered and continue to suffer
16 pain, anxiety, emotional distress and other general damages, in a sum within the jurisdiction of
17 this court and according to proof at the time of trial.
18

**SECOND CAUSE OF ACTION
UNLAWFUL AND UNFAIR BUSINESS PRACTICES:
In Violation of Business and Professions Code §17200**

20 110. Plaintiffs hereby incorporate all paragraphs above as though set forth fully
21 herein.

22 111. California Business and Professions Code section 17200 et seq. (Section 17200),
23 also known as the California Unfair Competition Law ("UCL"), prohibits acts of "unfair
24 competition," including any unlawful, unfair, fraudulent or deceptive business act or practice.
25

26 112. Plaintiffs have standing to pursue this claim as they lost money or property when,
27 after engaging the Uber App and being picked up by an imposter Uber driver, Plaintiffs were
28 forced by Uber Defendants to pay cancellation fees and/or ride fees for the trips that resulted in

1 being abducted and raped as a result of the FAKE UBER sexual assault scheme.

2 113. By committing the alleged acts and/or omissions as described in this Complaint,
3 Uber Defendants have engaged, and continue to engage, in unlawful and/or unfair business
4 practices within the meaning of California Business & Professions Code § 17200 et seq.

5 114. Uber Defendants' failure to warn Uber passengers of the extreme risk of the FAKE
6 UBER sexual assault scheme is a general business practice to avoid negative publicity.

7 115. Uber Defendants' failure to employ a more sophisticated safety identification
8 system for vehicles used as common carrier vehicles. This general business practice is to make it
9 easy to employ drivers and their vehicles. The practice also lessens the cost for the Uber
10 Defendants.

11 116. Uber Defendants' cancellation fee policy has been universally applied to all Uber
12 users with such frequency as to indicate a general business practice that is triggered in the FAKE
13 UBER scheme.

14 117. Uber Defendants have profited from the general business practice complained of
15 herein.

16 118. California Business & Professions Code § 17203 provides "(t)he court may make
17 such orders or judgments...as may be necessary to prevent the use or employment by any person
18 of any practice which constitutes unfair competition, as defined in this chapter, or as may be
19 necessary to restore any person in interest any money or property, real or personal, which may
20 have been acquired by means of unfair competition."

21 119. California Business & Professions Code § 17204 provides for suits for injunctive
22 relief, restitution and disgorgement of profits.

23 120. Plaintiffs allege, on the basis of information and belief, that as a result of Uber
24 Defendants' alleged acts and/or omissions as described in this Complaint, Uber Defendants have
25 unlawfully and unfairly obtained money due to Plaintiffs and other Uber passenger, and have
26 unlawfully earned profits from such unlawful and/or unfair business practices.

27 121. A request for injunctive relief, restitution and for the disgorgement of unlawfully
28 earned profits is specifically authorized by California Business & Professions Code § 17200 et

1 seq. Thus, on behalf of the members of the general public, Plaintiffs seek injunctive relief,
2 restitution of all unlawfully withheld funds, and the disgorgement of all unlawfully earned profits
3 obtained by Uber Defendants as a result of Uber Defendants' alleged acts and/or omissions as
4 described in this Complaint.

5 122. Plaintiffs are informed and believe, and thereon allege, that unless restrained and
6 ordered to pay restitution and disgorge profits derived from said unfair and unlawful business
7 practices, Uber Defendants will continue to engage in the alleged acts and/or omissions as
8 described in the Complaint.

9 123. Plaintiffs allege Uber Defendants engaged in unfair competition in violation of
10 Business and Professions Code §17200 by: (1) soliciting their deceptive, untrue and misleading
11 advertising of being a “safe ride home” to Plaintiffs and the general public; and (2) by violating
12 Business and Professions Code §17500.

13 124. Plaintiffs allege Uber Defendants solicited deceptive, untrue and misleading
14 advertising in violation of Business and Professions Code §17200 when Uber Defendants
15 consistently marketed Uber to Plaintiffs and the general public as one of the best options for a safe
16 ride home after a night of drinking alcohol. As previously detailed above, the Uber Defendants'
17 joint UBER/MADD webpage displays Uber Defendants' catchphrase “Get Home Safe” and
18 effectively promises to Uber users and deceives them into believing that they will, by using the
19 Uber App, indeed get home safely. Uber Defendants also advertise Uber's safety features through
20 its rider safety webpage which features proclamations of “safe pickups” with “door-to-door
21 service” and a photograph of a young female with a quote declaring the safety benefits of using
22 the Uber App.

23 125. Uber Defendants are effectively promising to Plaintiffs and Uber users, and
24 deceiving them into believing, that Plaintiffs would, by using the Uber App, get home safely.
25 However, while soliciting these proclamations of safety, Uber Defendants were aware that violent
26 predators including serial rapists had increasingly impersonated Uber drivers and sexually
27 assaulted unsuspecting young women leaving bars and other social gatherings in the late night,
28 early morning hours.

126. Even with superior knowledge provided to Uber Defendants by Uber users and law enforcement, the Uber Defendants failed to make Uber the safe ride service promised in its advertising by refusing to: (1) employ any alert or warning system to notify and warn Plaintiffs and other Uber users of the sexual assault scheme plaguing their specific area; (2) safeguard the Uber emblem from use by non-Uber drivers or otherwise restrict its printing; or (3) otherwise make Uber vehicles more identifiable to a known segment of their targeted customer base, the nebbriated female. Hence, the Defendant's advertising deceived and misled Plaintiffs and the general public into falsely believing Uber was a safe and secure means of transportation.

127. Plaintiffs allege Uber Defendants violated Business and Professions Code §17500, in violation of Business and Professions Code §17200, by disseminating advertisements of services which were untrue or misleading and was known by the Uber Defendants to be untrue or misleading. Uber Defendants, when advertising their services as a safe ride home, as extensively detailed in the immediately preceding paragraph, knew that their services were unsafe and posed a threat to Uber users, specifically Plaintiffs and their demographic/area, as evidence by the multiple reports received by Uber Defendants of prior sexual assaults by Uber imposters in the same area from both Uber users and local police departments.

128. As a result of Uber Defendants' violation of Business and Professions Code §17200, Uber Defendants, and each of them, caused Plaintiffs to suffer avoidable severe personal injuries and related damages.

129. As a result of the unfair, unlawful and or fraudulent business activities of the Uber Defendants, Plaintiffs seek injunctive relief in the form of technologically advanced safety devices for Uber vehicles to reduce and prevent the FAKE UBER sexual assault scheme.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

1. For general damages in an amount according to proof;
 2. For special damages in an amount according to proof;
 3. For punitive damages in an amount according to proof;
 4. For restitution in an amount according to proof;

5. For disgorgement of profits in an amount according to proof;
6. For Injunctive relief, including corrective advertising and implementation of adequate warnings;
7. For Attorney Fees and Costs;
8. For Statutory Remedies;
9. For legal interest on judgment from the filing of this Complaint to the date of judgment;
10. For post-judgment interest at the legal rate;
11. For costs of suit incurred herein;
12. For such further relief as justice may require, or as this Court deems necessary.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a jury trial for all issues so triable.

Dated: April 5, 2019

FEM LAW GROUP

By:

F. Edie Mermelstein
Attorneys for Plaintiff